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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:	:
	:
DELPHI CORPORATION, et al.,	: Chapter 11
	: Case No. 05-44481 [RDD]
	:
Debtors.	: Jointly Administered
	:
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**JOINT STIPULATION AND AGREED ORDER
COMPROMISING AND ALLOWING PROOF OF CLAIM NUMBER 12239
(TOSHIBA AMERICA ELECTRONIC COMPONENTS INC.)**

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, including Delphi Automotive Systems LLC ("DAS LLC"), debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors") and Toshiba America Electronic Components Inc. ("Toshiba") respectfully submit this Joint Stipulation And Agreed Order Compromising And Allowing Proof Of Claim Number 12239 (the "Stipulation") and agree and state as follows:

WHEREAS, on October 8, 2005 (the "Petition Date"), the Debtors filed

voluntary petitions under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended, in the United States Bankruptcy Court for the Southern District of New York; and

WHEREAS, on January 20, 2006, DAS LLC filed its Schedule of Assets and Liabilities, and scheduled therein an unsecured non-priority claim in favor of Toshiba in the amount of \$597,611.14 (the "Scheduled Claim"); and

WHEREAS, on July 28, 2006, Toshiba filed proof of claim number 12239 against DAS LLC, asserting an unsecured non-priority claim in the amount of \$599,351.09 (the "Proof of Claim"); and

WHEREAS, on April 30, 2007, in order to resolve the discrepancy between the Scheduled Claim and the Proof of Claim, DAS LLC and Toshiba entered into a settlement agreement (the "Settlement Agreement"); and

WHEREAS, on May 22, 2007, the Debtors objected to the Proof of Claim pursuant to the Debtors' Fifteenth Omnibus Objection (Substantive) Pursuant To 11 U.S.C. Section 502(b) And Fed. R. Bankr. P. 3007 To Certain (A) Insufficiently Documented Claims, (B) Claims Not Reflected On Debtors' Books And Records, (C) Untimely Claims And Untimely Tax Claim, And (D) Claims Subject To Modification, Tax Claims Subject To Modification, And Modified Claims Asserting Reclamation (Docket No. 7999) (the "Fifteenth Omnibus Claims Objection"); and

WHEREAS, on June 15, 2007, Toshiba filed a Response to the Fifteenth Omnibus Claims Objection (Docket No. 8321) (the "Response"); and

WHEREAS, pursuant to the Settlement Agreement, the Debtors

acknowledge and agree that the Proof of Claim shall be allowed against DAS LLC in the amount of \$597,611.14 as a general unsecured non-priority claim; and

WHEREAS, DAS LLC was authorized to enter into the Settlement Agreement either because the Proof of Claim involves ordinary course controversies or pursuant to that certain Order Under 11 U.S.C. §§ 363, 502, And 503 And Fed. R. Bankr. P. 9019(b) Authorizing Debtors To Compromise Or Settle Certain Classes Of Controversy And Allow Claims Without Further Court Approval (Docket No. 4414) entered by this Court on June 29, 2006.

NOW, THEREFORE, in consideration of the foregoing, the Debtors and Toshiba stipulate and agree as follows:

1. The Proof of Claim shall be allowed in the amount of \$597,611.14 and shall be treated as an allowed general unsecured non-priority claim against DAS LLC.

2. Without further order of the Court, DAS LLC is authorized to reduce the Proof of Claim for purposes of distribution to holders of allowed claims entitled to receive distributions under any plan of reorganization of the Debtors to the extent that amounts comprising the Proof of Claim are paid to Toshiba as cure payments made on account of the assumption, pursuant to section 365 of the Bankruptcy Code, of an executory contract or unexpired lease to which Toshiba is a party.

3. The Fifteenth Omnibus Claims Objection, solely as it relates to the Proof of Claim, and the Response are hereby withdrawn.

[signatures on the following page]

Dated: New York, New York
March 27, 2008

DELPHI CORPORATION, et al.,
Debtors and Debtors-in-Possession,
By their Bankruptcy Conflicts Counsel,
TOGUT, SEGAL & SEGAL LLP,
By:

/s/ Neil Berger

NEIL BERGER (NB-3599)
A Member of the Firm
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Dated: Costa Mesa, California
March 26, 2008

TOSHIBA AMERICA ELECTRONIC
COMPONENTS INC.,
By its Counsel,
WEILAND, GOLDEN, SMILEY, WANG
EKVALL & STROK, LLP
By:

/s/ Lei Lei Wang Ekvall

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(714) 966-1000

SO ORDERED

This 8th day of April, 2008
in New York, New York

/s/ Robert D. Drain

HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE